

LICENSE AGREEMENT NUMBER _____

DATED: _____

BETWEEN

VERIZON VIRGINIA, INC.

(LICENSOR)

AND

(LICENSEE)

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LICENSE AGREEMENT

THIS AGREEMENT, entered into on this ____ day of _____, 20____, between **VERIZON VIRGINIA, INC.**, a corporation organized and existing under the laws of the State of Virginia, having its principal office in the city of Richmond (hereinafter VZ), and , a corporation (partnership, or other legal entity) organized and existing under the laws of the State of Virginia, having its principal office in (hereinafter Licensee).

WITNESSETH:

WHEREAS, Licensee desires to place and maintain aerial and underground cables, equipment and facilities on Poles, and in the Conduits or Rights of Way of VZ in : AND

WHEREAS, VZ is willing to permit the placement of said cables, equipment and facilities on or within VZ's structures or property on the terms and conditions set forth herein; AND

WHEARAS, VZ and Licensee may, from time-to-time, wish to enter into Joint Trench operations on a voluntary, localized, case-by-case basis;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement and related Appendices, the following terms shall have the meanings stated below. A term listed below intended to convey the meaning stated below is capitalized when used.

1.1 Anchor

An assembly (rod and fixed object or plate) owned solely or in part by VZ, designed to resist the pull of a Guy Strand.

1.2 Conduit

A tube structure containing one or more Ducts or Innerducts used to house cables, that is owned by VZ and with respect to which VZ has the right to authorize the occupancy of Licensee's Facilities.

1.3 Conduit Occupancy

Occupancy of a Conduit System by any item of Licensee's Facilities.

1.4 Conduit Section

Conduit between two adjacent Manholes or between a Manhole and an adjacent pole or other structure.

1.5 Conduit System

Any combination of Ducts, Innerducts, Conduits, Manholes and handholes joined to form an integrated whole. As used in this Agreement, "Conduit System" does not include a controlled environment vault.

1.6 Duct

A raceway for facilities that is owned solely or in part by VZ, that is contained in a Conduit, and with respect to which VZ has the right to authorize the occupancy of Licensee's Facilities.

1.7 Guy Strand

A metal cable attached to a Pole and Anchor (or another structure) for the purpose of increasing Pole stability.

1.8 Innerduct

A Duct contained within another Duct.

1.9 Joint Owner

A person, corporation or other legal entity, sharing ownership of a Pole, Duct, Conduit and/or Anchor with VZ.

1.10 Manhole

A subsurface enclosure used for the purpose of installing, operating and maintaining facilities. As used in this Agreement, "Manhole" does not include a controlled environmental vault.

1.11 Make-Ready or Make-Ready Work

All work, including but not limited to rearrangement and/or transfer of existing facilities, replacement of a Pole, and other changes, required to accommodate Licensee's Facilities on a Pole, or in a Conduit or Right of Way.

1.12 Pole

A pole owned solely or in part by VZ with respect to which VZ has the right to authorize the Attachment of Licensee's Facilities.

1.13 Pole Attachment

Any item of Licensee's Facilities affixed to a Pole.

- a) Horizontal Attachment is for a single Pole Attachment associated with pole to pole construction.
- b) Vertical Attachment is for single Pole construction where Licensee's Facilities are affixed along the vertical axis of the Pole.

1.14 Prelicense Survey

All work, including field inspection and administrative processing, to determine the Make-Ready work necessary to accommodate Licensee's Facilities on a Pole, or in a Conduit or Right of Way.

1.15 Right of Way

A right possessed by VZ to use or pass over, on or under, the land of another person, with respect to which VZ has the right to authorize the usage or passage of Licensee's Facilities over, on or under such land. A Right of Way may run under, on or over public or private property (including the air space above such property).

1.16 Licensee's Facilities

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by Licensee, which are attached to a Pole, or occupy a Conduit or Right of Way.

1.17 Joint Trench

An excavation for direct buried placement or installation of the facilities of VZ, Licensee, and others.

ARTICLE II

SCOPE

- 2.1 Subject to the provisions of this Agreement, for licenses granted by VZ in accordance with Article VII, below, VZ hereby grants to Licensee a nonexclusive license authorizing the Attachment of Licensee's Facilities to VZ's Poles, or the placement of Licensee's Facilities in VZ's Conduits or Rights of Way, as specified in the pertinent application.
- 2.2 No use, however extended, of Poles, Conduits or Rights of Way, or payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easements or any other ownership or property rights of any nature in such Poles, Conduits or Rights of Way. Licensee's rights herein shall be and remain a mere license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of VZ's rights to use the public or private property at locations of such Poles, Conduits or Rights of Way.
- 2.3 Nothing contained in this Agreement shall limit VZ's right to locate and maintain its Poles, Ducts, Conduits and Rights of Way, and to operate its facilities in conjunction therewith, in such a manner as will best enable it to fulfill its own service requirements consistent with its obligations under the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and any other applicable law or regulation (collectively "Applicable Law").
- 2.4 To the extent required by Applicable Law, VZ shall grant Licensee nondiscriminatory access to VZ's Poles, Conduits and Rights of Way. This obligation extends to Poles, Conduits and Rights of Way VZ owns and with respect to which VZ has the right to authorize the occupancy of Licensee's Facilities. In cases of Poles, Conduits and Rights of Way VZ owns, but with respect to which VZ does not have the right to authorize the occupancy of Licensee's Facilities, to the extent required by Applicable Law, VZ shall reasonably cooperate with Licensee to permit Licensee to obtain a right of occupancy for Licensee's Facilities, subject to VZ's right to provide a reasonable technical evaluation of the requirements for such occupancy to the property owner or other authorized person. Such reasonable cooperation by VZ shall not obligate VZ to purchase a right of occupancy for, or right to authorize the occupancy of, Licensee's Facilities. Upon reasonable request by Licensee, VZ will provide any documentation that is not confidential or privileged in its possession supporting a claim that it does not own or have authority to grant access to a given Pole, Conduit, or Right of Way.

ARTICLE III

FEES AND CHARGES

- 3.1 Licensee shall pay all fees and charges applicable in connection with the Attachment of Licensee's Facilities to a Pole, or occupancy of a Conduit or Right of Way, as specified in Appendix I attached hereto and made a part of this Agreement.
- 3.2 Nonpayment of any amount due under this Agreement shall constitute a default by Licensee of this Agreement. Late payments shall be subject to a late payment charge as specified in Appendix I, Section 2.5.
- 3.3 After a failure by Licensee to make payment as required hereunder, or as a condition to Attachment or occupancy upon VZ's reasonable determination that Licensee may have difficulty meeting its financial commitments hereunder (including, but not limited to, if Licensee's credit rating indicates that Licensee is delinquent on its obligations), VZ may require a bond in a form satisfactory to VZ or other financial security satisfactory to VZ, in such amount as VZ from time to time may reasonably require, to guarantee the performance of all Licensee obligations under this Agreement. Licensee's provision of the bond or financial security shall not operate as a limitation upon the obligations of Licensee hereunder; and if Licensee furnishes a deposit of money pursuant to this section, such deposit may be held during the continuance of this Agreement at the option of VZ as security for any and all amounts which are or may become due to VZ under this Agreement.
- 3.4 On an annual basis, changes in the amount of the fees and charges identified in Appendix I may be made by VZ upon at least 60 days prior written notice to Licensee in the form of a revised Appendix I, and Licensee agrees to pay such changed fees and charges provided that they are in accordance with Applicable Law. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such notice period if the change in fees and charges is not acceptable to Licensee, by giving VZ written notice of its election to terminate this Agreement at least 30 days prior to the end of such notice period.

ARTICLE IV

ADVANCE PAYMENTS

- 4.1 In the event Licensee fails to make payment as required hereunder or VZ reasonably determines that Licensee may have difficulty meeting its financial commitments hereunder (including, but not limited to, if Licensee's credit rating indicates that Licensee is delinquent on its obligations), Licensee shall be required to make an advance payment to VZ prior to:
- a) any undertaking by VZ of a Preliminary Survey or the administrative processing of such a survey, in an amount sufficient to cover the estimated charges for completing the specific work operation required, and
 - b) performance by VZ of any Make-Ready work required, in an amount sufficient to cover the estimated charges for completing the required Make-Ready work.
- 4.2 The amount of the advance payment required will be credited against the payment due VZ for performing the Preliminary Survey and/or Make-Ready work.
- 4.3 Where the advance payment is less than the charge by VZ for such Preliminary Survey and/or Make-Ready work, Licensee agrees to pay VZ within 30 days of receipt of the bill all sums due in excess of the amount of the advance payment.
- 4.4 Where the advance payment exceeds the charge by VZ for such survey and/or Make-Ready Work, VZ shall refund the difference to Licensee.

ARTICLE V

SPECIFICATIONS

- 5.1 Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of Applicable Law, and the requirements and specifications of the following publications, as amended from time-to-time, the Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA) and regulations or directives of a governing authority having jurisdiction over the subject matter. Where a difference in requirements or specifications may exist, the more stringent shall apply.
- 5.2 Licensee shall correct all safety violations immediately upon notice from VZ. Licensee shall correct all other non-standard conditions within thirty (30) days from receipt of written notice from VZ. If Licensee does not correct any violation or non-standard condition within the aforementioned time limits, VZ may at its option correct said violations or conditions at Licensee's sole expense and risk.
- 5.3 Notwithstanding Paragraph 5.2 of this Article, when conditions created by Licensee's Facilities pose an immediate threat to the safety of the public or the employees of VZ or other attachers or occupants, interfere with the performance of VZ's service obligations or the service obligations of other attachers or occupants, or pose an immediate threat to the physical integrity of VZ's facilities or structures or the facilities or structures of other attachers or occupants, VZ may perform such work and/or take such action as it deems necessary using reasonable care without first giving written notice to Licensee. As soon as practical thereafter, VZ will advise Licensee in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of Licensee's Facilities so affected. Licensee shall pay VZ for all reasonable costs incurred by VZ in performing such work.
- 5.4 The failure of VZ to notify Licensee of violations or non-standard conditions or to correct violations or non-standard conditions pursuant to Paragraph 5.2 or Paragraph 5.3 of this Article shall not relieve Licensee of its responsibility to place and maintain its Facilities in a safe manner and condition in accordance with the terms of this Agreement, and shall not relieve Licensee of any liability imposed by this Agreement.
- 5.5 VZ and Licensee shall each provide a single point of contact for processing license applications and access to information needed to prepare a license application.
- 5.6 All the elements required for Joint Trench operations, including, but not limited to, engineering, digging, placement, back filling, and cost, will be agreed to in writing in advance of starting the Joint Trench job.

ARTICLE VI

LEGAL REQUIREMENTS

- 6.1 Before Licensee attaches Licensee's Facilities to Poles, or occupies Conduits or Rights of Way, Licensee shall be responsible for obtaining from appropriate public and private property owners and authorities any authorization required to construct, operate and maintain Licensee's Facilities. Evidence of Licensee's having obtained lawful authority to so construct, operate and maintain Licensee's Facilities shall be submitted to VZ forthwith upon demand by VZ.
- 6.2 No license granted under this Agreement shall extend to any Poles, Conduits or Rights of Way where the Attachment or placement of Licensee's Facilities would result in a forfeiture of rights of VZ or VZ's existing attachers or occupants to occupy the property on which such Poles, Conduits or Rights of Way are located. If the existence of Licensee's Facilities on a Pole, or in a Conduit or Right of Way, would cause a forfeiture of the right of VZ or VZ's existing attachers or occupants to occupy the property on which the Pole, Conduit, or Right of Way is located, Licensee agrees to remove Licensee's Facilities forthwith upon receipt of written notification from VZ. If Licensee's Facilities are not so removed, VZ may perform or have performed such removal after the expiration of 60 days from the receipt of said written notification. All removals of Licensee's Facilities shall be at Licensee's expense.

ARTICLE VII

ISSUANCE OF LICENSES

- 7.1 Before Licensee shall attach to any Pole, or occupy any portion of a Conduit or Right of Way, Licensee shall make written application for and have received a written license from VZ utilizing the following forms: Appendix II, Forms A-1 and A-2 and/or B-1 through B-3.
- 7.2 VZ shall process all license applications, including the performance of a Prelicense Survey, on a first-come, first-served basis in accordance with the provisions of Articles VII and VIII. *VZ shall make all access determinations in accordance with the requirements of Applicable Law, considering such factors as capacity, safety, reliability and general engineering considerations. VZ shall inform Licensee in writing as to whether an application has been granted or denied (including the reasons for denial) within the following time after receipt of such application: 45 days, plus any time taken by Licensee for action by Licensee, including, but not limited to, time taken by Licensee to respond to VZ's proposal for a Prelicense Survey. Where an application involves an increase in capacity by VZ, VZ shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, VZ shall explore potential accommodations in good faith with Licensee. The Parties agree to consider reasonable and prudent ways to expand Rights of Way at the lowest cost.*
- 7.3 In order to facilitate Licensee's completion of an application, VZ shall use commercially reasonable efforts to provide Licensee, within ten (10) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, access to such maps or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in a form reasonably agreeable to VZ. Such requests shall be processed by VZ on a "first-come, first-served" basis.
- 7.4 License applications received by VZ from two or more applicants for the same Pole, Conduit Section or Right of Way will be processed by VZ according to the order in which the applications are received by VZ. If any additional applicants file an application at least thirty (30) days prior to the commencement of the initial applicant's Make-Ready Work, VZ shall use commercially reasonable efforts to notify all applicants, within 20 days of receipt of the additional application, of the following: 1) that two (or more) applications have been received for some or all of the same structures or property; 2) the name and address of the other applicant(s); and 3) *that the applicants may wish to share Make-Ready costs between them. The responsibility for arranging for the sharing of Make-Ready costs shall be on the applicants, while the responsibility for transmitting to VZ any Make-Ready changes resulting from the additional applicant(s) shall be on the*

initial applicant. VZ shall bill the initial applicant for the cost of all shared Make-Ready Work pursuant to executed Form A-4, Appendix II.

- 7.5 If within twelve (12) months from the date a license is granted by VZ, Licensee shall not at a minimum have initiated material construction or similar activity related to its Attachment or occupation, Licensee's license for the applicable Pole(s), Conduit(s) or Right(s) of Way shall automatically terminate and Licensee shall remove any Facilities installed as of such date in accordance with the provisions of Section 9.12. Licensee shall be liable for Attachment or occupancy charges commencing the date of the license grant.
- 7.6 Where VZ has available Ducts or Innerducts, VZ shall make available Ducts or Inner-Ducts to Licensee for Licensee's use in accordance with Applicable Law. No more than one full-sized Duct (or one full-sized and one Innerduct if both copper and fiber cable are used in the Conduit) shall be assigned as an emergency Duct in each Conduit Section. If VZ or any other service provider, including Licensee, utilizes the last unoccupied full-sized Duct in the applicable cross-section, that provider shall, at its expense, reestablish a clear, full-sized Duct for emergency restoration as soon as practicable or immediately upon the occurrence of an emergency requiring such space.

ARTICLE VIII

PRELICENSE SURVEY AND MAKE-READY WORK

- 8.1 When an application for Attachment to, or occupation of, a Pole, Conduit or Right of Way is submitted by Licensee, a Prelicense Survey will be required to determine the existing adequacy of such structures or property to accommodate Licensee's Facilities.
- 8.2
- a) The field inspection portion of the Prelicense Survey, which requires the visual inspection of such structures or property, shall be performed by VZ (with participation by Licensee at its option, for which VZ shall provide at least 24 hours advance notice). At its option, VZ may permit Licensee to perform the field inspection survey subject to a quality check by VZ. VZ shall also perform the administrative processing portion of the Prelicense Survey, which includes the processing of the application, the preparation of the Make-Ready Work orders (if necessary), and the notification of work requirements to other attachers and occupants (if necessary).
 - b) VZ shall make commercially reasonable efforts to advise Licensee in writing of the estimated charges that will apply for its Prelicense Survey work no later than ten (10) days from receipt of Licensee's application. VZ shall receive written authorization from Licensee before undertaking such work (Appendix II, Form B-1). Alternatively, Licensee may pay VZ the estimated charges that will apply for a Prelicense Survey with its submission of an application provided that VZ has advised Licensee that standard estimated charges exist for the type of application that is being submitted.
- 8.3 In the event VZ determines that a Pole, Conduit or Right of Way which Licensee desires to utilize is inadequate or otherwise needs rearrangement, modification or expansion of the existing facilities, structures or property to accommodate Licensee's Facilities, VZ will advise Licensee in writing of the estimated Make-Ready charges that would apply to any rearrangements, modifications or expansions that VZ proposes to undertake (Appendix II, Form B-4). If no Make-Ready Work is needed to accommodate Licensee's Facilities, upon receipt of a license from VZ, Licensee may proceed with placement of its Facilities. VZ shall complete the steps described in paragraphs 8.1 through 8.3 within forty-five (45) days, excluding the time taken by Licensee to respond to VZ's proposals.
- 8.4 Licensee shall have ten (10) business days from the receipt of said Form B-2 or Form B-4 to indicate its written authorization for completion of the required Make-Ready Work and acceptance of the resulting charges. VZ shall use commercially reasonable efforts to provide written notice to existing attachers or occupiers of the affected structures or property of such proposed changes within ten (10) business days of receipt of such authorization. Such attachers or occupiers will be given sixty (60) days from such notice to indicate whether they desire to participate in the proposed modification or expansion.

- 8.5 VZ shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers or occupiers, but VZ shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by VZ in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for Licensee will be scheduled and performed in the same manner as VZ's Make-Ready Work is scheduled and performed. Licensee shall pay VZ for all Make-Ready Work performed by VZ in accordance with the provisions of this Agreement.

ARTICLE IX

CONSTRUCTION, MAINTENANCE AND REMOVAL OF LICENSEE'S FACILITIES

- 9.1 Licensee shall, at its own expense, construct and maintain its Facilities on Poles or in Conduits or Rights of Way covered by this Agreement, in a safe condition and in a manner acceptable to VZ, so as not to physically conflict or electrically interfere with the facilities of VZ or other authorized attachers or occupants.
- 9.2 VZ shall specify the point of Attachment on each Pole to be occupied by Licensee's Facilities. Where facilities of more than one attacher are involved, VZ will attempt, to the extent practical, to designate the same relative position on each pole for each attacher's facilities.
- 9.3 Licensee shall secure VZ's written consent, not to be unreasonably withheld or delayed, before adding to, relocating, replacing or otherwise modifying Licensee's Facilities attached to a Pole where additional space or holding capacity may be required on either a temporary or permanent basis. No modifications shall be made by Licensee that would affect the placement or operations of Attachments of VZ or existing attachers, except through application to VZ in accordance with the provisions of Articles VII and VIII.
- 9.4 Licensee must obtain prior written authorization from VZ approving of the work and the party performing such work before Licensee may install, remove, or provide maintenance of its Facilities in any of VZ's Conduits or Conduit Systems. VZ shall not unreasonably withhold or delay such authorization.
- 9.5 In each instance where Licensee's Facilities are to be placed in VZ's Conduits, Licensee and VZ shall discuss the placement of Licensee's Facilities. VZ shall designate the particular Duct(s) to be occupied, the location and manner in which Licensee's Facilities will enter and exit VZ's Conduit System, and the specific location and manner of installation for any associated equipment which Verizon permits to occupy the Conduit System.
- 9.6 If Licensee requests any modification, alteration or rearrangement of Poles, Conduits or Rights of Way, other than Make-Ready Work to be performed pursuant to Article VIII, above, Licensee shall reimburse VZ for the cost of such modification, alteration or rearrangement, in accordance with Applicable Law.
- 9.7 Whenever VZ intends to modify or alter any Poles, Conduits or Rights of Way which contain Licensee's Facilities, VZ shall provide written notification to Licensee at least sixty (60) days prior to taking such action so that Licensee may have a reasonable opportunity to add to or modify Licensee's Facilities. If Licensee adds to or modifies Licensee's Facilities according to this paragraph, Licensee shall bear a proportionate

share of the costs incurred by VZ in making modifications or alterations of Poles, Conduits and Rights of Way, in accordance with Applicable Law.

- 9.8 Licensee shall be notified in writing at least sixty (60) days prior to any modification that will result in the rearrangement or replacement of Licensee's Facilities. Licensee agrees to make such rearrangements or replacements of Licensee's Facilities as are reasonably requested by VZ or other attachers or occupants to accommodate the Attachment or placement of the facilities of VZ or other attachers or occupants. If the rearrangement or replacement is required as a result of an additional Attachment or the modification of an existing Attachment sought by persons other than Licensee, including VZ, then, subject to Section 9.6, above, to the extent such persons are required by Applicable Law to reimburse Licensee for the costs of rearranging or replacing Licensee's Facilities, Licensee may request such persons to reimburse Licensee for the costs actually incurred by Licensee to rearrange or replace Licensee's Facilities. VZ shall not be obligated to reimburse Licensee for any costs incurred by Licensee for a rearrangement or replacement of Licensee's Facilities to the extent such rearrangement or replacement was sought by persons other than VZ.
- 9.9 VZ shall not attach, nor authorize other entities to attach, facilities on, within or overlashed to existing Licensee Facilities without Licensee's prior written consent.
- 9.10 VZ's Manholes shall be opened only as permitted by VZ's authorized employees or agents, which permission shall not be unreasonably withheld or delayed. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes and conduct work operations therein. Unless otherwise agreed between the Parties, Licensee's employees, agents and contractors will be permitted to enter or work in VZ's Manholes only when an authorized employee or agent of VZ is present or prior written authorization waiving this requirement is granted by VZ. VZ's said employee or agent shall have the authority to suspend Licensee's work operations in and around VZ's Manholes if, in the reasonable judgment of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to pay VZ the charges, as determined in accordance with the terms and conditions of Appendix I, for having VZ's employee or agent present when Licensee's work is being done in and around VZ's Manholes. The presence of VZ's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around VZ's Manholes in a safe and workmanlike manner, in accordance with the terms of this Agreement.
- a) Upon reasonable request where space is available, VZ will provide Licensee with space in VZ's Manholes for racking and storage of cable and other materials of the type that VZ stores in VZ's Manholes.
 - b) Licensee, contracting with VZ or a contractor approved by VZ, shall be permitted to add Conduit parts to VZ's Manholes or to add branches to Conduits

when existing Conduits do not provide the connectivity required by Licensee, provided that the structural integrity of the Manhole and Conduits is maintained and sound engineering judgment is employed.

- 9.11 If practicable and if additional space is required, VZ shall within a reasonable period of time remove any of VZ's retired cable from Poles or Conduit Systems to allow for the efficient use of Pole or Conduit space.
- 9.12 Licensee, at its expense, will remove its Facilities from Poles, Conduits and Rights of Way within 60 days after:
- a) Termination of the license covering such Pole Attachment, or Conduit or Right of Way occupancy, in accordance with the terms of this Agreement; or
 - b) The date Licensee replaces its existing Facilities on a Pole with the placement of substitute Facilities on the same Pole or another Pole or replaces its existing Facilities in one Duct with the placement of substitute Facilities in another Duct.
- 9.13 Licensee shall remain liable for and pay to VZ all fees and charges pursuant to provisions of this Agreement for any Attachment to a Pole or occupancy of a Conduit or Right of Way that continues after the termination of the license for such Attachment or occupancy.
- 9.14 If Licensee fails to remove its Facilities within the specified period, VZ shall have the right to remove such facilities at Licensee's expense and without any liability on the part of VZ for damage to such facilities.
- 9.15 When Licensee's Facilities are removed from a Pole, Conduit or Right of Way, no reattachment to the same Pole, or occupancy of such Conduit or Rights of Way, shall be made until:
- a) Licensee has first complied with all of the provisions of this Agreement as though no such Pole Attachment or Conduit or Right of Way occupancy had previously been made, and
 - b) All outstanding charges due VZ for such previous Attachment and/or occupancy have been paid in full.
- 9.16 Licensee shall advise VZ in writing as to the date on which the removal of its Facilities from each Pole, Conduit or Right of Way has been completed.

ARTICLE X

TERMINATION OF LICENSES

- 10.1 Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Facilities on public or private property at the location of the particular Pole, Conduit or Right of Way covered by the license.
- 10.2 Licensee may at any time terminate its license with respect to the Attachment to a Pole, or occupancy of a Conduit or Right of Way, and remove its Facilities, by giving VZ written notice of such termination (Appendix II, Forms C and D). Once Licensee's Facilities have been removed, they shall not be reattached to such Pole, or occupy the same portion of such Conduit System or Right of Way, until Licensee has complied with all provisions of this Agreement as though no previous license had been issued.
- 10.3 In addition to any other right to terminate Licensee's license to occupy a Pole, Conduit or Right of Way that VZ may have under this Agreement, upon sixty (60) days advance written notice, VZ may terminate Licensee's license to occupy any VZ Pole, Conduit or Right of Way, if VZ removes, abandons, terminates VZ's use of or right to use, or loses VZ's right to grant Licensee a right to attach to or occupy, such Pole, Conduit or Right of Way.

ARTICLE XI

INSPECTION OF LICENSEE'S FACILITIES

- 11.1 The parties understand that post-installation inspections shall be performed by VZ at the sole expense of Licensee to ensure that Licensee's attachments, installations or other work has been performed in accordance with all applicable requirements.
- 11.2 Thereafter, VZ reserves the right to make reasonable periodic inspections at its own expense of any part of Licensee's Facilities attached to VZ's Poles, or occupying VZ's Conduits or Rights of Way, provided that Licensee shall bear such expenses in the event more frequent inspections are required due to material non-conformances by Licensee that are found by VZ.
- 11.3 VZ will give Licensee advance written notice of such inspections, except in those instances where VZ determines that safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
- 11.4 The making of inspections or the failure to do so shall not operate to impose upon VZ any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.

ARTICLE XII

UNAUTHORIZED ATTACHMENT, UTILIZATION, OR OCCUPANCY

- 12.1 If any of Licensee's Facilities shall be found attached to Poles, or occupying Conduit or Right of Way, for which no license has been granted, VZ without prejudice to its other rights or remedies under this Agreement or at law or in equity may require Licensee to submit an application pursuant to Article VII of this Agreement within fifteen (15) days after receipt of written notification from VZ of the unauthorized Attachment or occupancy. If such application is not received by VZ within the specified time period, Licensee may be required to remove its unauthorized Attachment or occupancy, or VZ may, at VZ's option, remove Licensee's Facilities at Licensee's sole expense and risk. In addition, Licensee shall pay any unauthorized Attachment or occupancy charge as specified in Appendix I.
- 12.2 No act or failure to act by VZ with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by VZ of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

ARTICLE XIII

SECURITY INTEREST

Upon the request of VZ after Licensee's failure to make payment as required hereunder or as a condition to Attachment or occupancy upon VZ's reasonable determination that Licensee may have difficulty meeting its financial commitments hereunder (including, but not limited to, if Licensee's credit rating indicates that Licensee is delinquent on its obligations), Licensee shall grant VZ a security interest in all of Licensee's Facilities now or hereafter attached to Poles, or placed in Conduit Systems or Rights of Way, pursuant to this Agreement, and Licensee agrees to perform all acts necessary to perfect VZ's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of Licensee's loan agreements and debentures preclude the grant of liens or security interests to VZ, Licensee shall grant to VZ, upon VZ's request, other permissible assurance or security for performance, satisfactory to VZ, to cover any amounts due VZ under this Agreement. Nothing in this Article shall operate to prevent VZ from pursuing, at its option, any other remedies under this Agreement or in law or equity, including public or private sale of facilities under security interest or lien.

ARTICLE XIV

LIABILITY AND DAMAGES

- 14.1 VZ shall exercise reasonable care to avoid damaging the Facilities of Licensee attached to Poles, or occupying Conduits or Rights of Way, under this Agreement, and shall make an immediate report to Licensee of the occurrence of any such damage caused by VZ's employees, agents or contractors. VZ agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of damage to such Licensee Facilities proximately caused by the negligence of VZ; however, VZ shall not be liable to Licensee for any loss of Licensee revenue or profits resulting from any interruption of Licensee's service caused by such damage or interference with the operation of Licensee's Facilities caused by such damage.
- 14.2 Licensee shall exercise reasonable care to avoid damaging the facilities of VZ and of others attached to Poles, or occupying Conduits or Rights of Way, and shall make an immediate report of damage to the owner of facilities so damaged and Licensee assumes all responsibility for any and all direct loss from damage caused by Licensee's employees, agents or contractors; however, Licensee shall not be liable to VZ for any loss of VZ revenue or profits resulting from any interruption of VZ's service caused by such damage or interference with the operation of VZ's Facilities caused by such damage.
- 14.3 Licensee shall indemnify, protect and save harmless VZ and other authorized users of Poles, Conduits or Rights of Way from any and all damages and costs, including attorneys' fees, incurred by VZ as a result of acts by the Licensee or their employees, agents or contractors, including, but not limited to the cost of relocating Poles or Conduits resulting from a loss of Right of Way or property owner consents and/or the cost of defending those rights and/or consents.
- 14.4 Licensee shall indemnify, protect and save harmless VZ and other authorized users of Poles, Conduits and Rights of Way from and against any and all claims, demands causes of actions and costs, including attorneys' fees, for damages to property and injury or death to Licensee's employees or other persons, including but not limited to payments under any Workmen's Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Licensee's Facilities or by their proximity to the facilities of all parties attached to a Pole or placed in Conduit or Rights of Way, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of VZ's Poles, Conduits or Rights of Way. The foregoing indemnity, hold harmless and defense provisions shall not apply to the extent, if at all, they would violate, or be void under, applicable state law.
- 14.5 The Licensee shall indemnify, protect and save harmless VZ and other authorized users of Poles, Conduits and Rights of Way from any and all claims, demands, causes of action and costs, including attorneys' fees, which arise directly or indirectly from the

construction and operation of Licensee's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's Facilities in combination with Poles, Conduits, Rights of Way or otherwise.

- 14.6 VZ and Licensee shall promptly advise each other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this License Agreement. Copies of all accident reports and statements made to a Party's insurer by the other Party or affected entity shall be furnished promptly to the insured Party.
- 14.7 Unless expressly provided for otherwise herein, neither party shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement.

ARTICLE XV

INSURANCE

- 15.1 Licensee shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance, including endorsements insuring the indemnification provisions of this Agreement issued by an insurance carrier authorized to conduct business in Licensee's operating region and having an A.M. Best rating of not less than A-VII, to protect VZ and other authorized user of transport structures from and against all claims, demands, causes of actions, judgments, costs, including attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this Agreement including Article XIV preceding.
- 15.2 The amounts of such insurance shall be as follows:
- a) Comprehensive General Liability coverage on an occurrence basis in an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$4 million. Said agreement shall include the contractual, independent contractors products/completion operations, broad form property and personal injury endorsements.
 - b) All Risk Property coverage on a full replacement cost basis insuring all of the Licensee's real and personal property situated on or within VZ's location(s). The Licensee may also elect to purchase Transmission and Distribution insurance and/or contingent business interruption insurance.
 - c) Statutory Worker's Compensation coverage
Contractual Liability coverage
Automobile Liability coverage
Employer's Liability coverage in the amount of \$2 million dollars
- 15.3 Licensee shall name VZ as an additional insured and shall provide certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement and that it will not cancel or change any such policy of insurance issued to Licensee except after 60 days written notice to VZ.
- 15.4 All insurance required in accordance with this Section 15 must be effective before VZ will authorize attachment to a Pole, or occupancy of Conduit or Rights of Way, and shall remain in force until such Licensee's Facilities have been removed from all such Poles, Conduits or Rights of Way. In the event that the Licensee shall fail to maintain the required insurance coverage, VZ may pay any premium thereon falling due, and the Licensee shall forthwith reimburse VZ for any such premium paid.

- 15.5 All policies purchased by Licensee shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by VZ.
- 15.6 Notwithstanding the foregoing, if Licensee's net worth exceeds \$100,000,000, Licensee may elect to self-insure in lieu of obtaining any of the insurance required by this Section. If Licensee self insures, Licensee shall furnish to VZ, and keep current, evidence of such net worth. If Licensee self insures, Licensee shall release, indemnify, defend, and hold VZ harmless against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would otherwise have been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).